

## DESIGN BUILD SCOPE OF WORK

**DATE:** February 07, 2013

**REVISED DATE:** July 12, 2013

### **PROJECT IDENTIFICATION:**

**BUILDINGS:** MD1822AG and MD0778AG

**LOCATION:** U.S. Census Bureau Headquarters,  
4600, and 600A Silver Hill Road,  
Suitland, MD 20746

**PROJECT CONTROL (ASID):** RMD00580

**CONTRACT NUMBER:** GS11P13ZGC0041

**GSA WORK ITEM NO** 1028 CHECK VALVE REPLACEMENT and  
Mechanical Vibration Repairs

### **BACKGROUND**

The US Census Bureau's Headquarters Building was completed in 2007; the excessive equipment vibration in the mechanical rooms areas only causing the floors to shake. In order correct this problem the North and South Buildings' equipment in the mechanical room areas will have to be replaced or an adjustment to the spring isolators, or relocation some of the following equipment:

- Cooling Towers,
- Centrifuge Chillers,
- Chilled water pumps
- Condenser water pumps,
- Relocate check valve which is installed too close to the pump discharge. This deficiency causes the floor to shake when shutting down the pumps because check valve is too close causing excessive compression.

### **III. SCOPE OF WORK**

Make sure the design is in compliance with recommendations stated in the Survey Study under the Mechanical portion of the Census Headquarters Final Report. This information can be found in *the* STUDY report referenced under Census Headquarters Final Report pages 3-4, reference Volume I under Existing Conditions pages 8-14, and under Equipment Shutdown page 15; Reference Appendix N Mechanical Equipment; Appendix O Mechanical Vibration Controls; and Appendix R Shutdown and Start-up Sequence.

- Relocate one: flexible piping connection at some locations, at Pumps.
- Two: Replace or adjust equipment isolators, at all locations.
- Three: Relocate check valve, at Pumps.
- Four: Relocate Pipes Stanchions at Chillers that are incorrectly located to isolate vibration.
- Fifth: Replace or adjust flexible piping connection within the manufacturer's recommendations.

In this contract, Repair all defective machinery, vibration isolation devices, and all work must be inspected, by Manufacturer after installation is completed. In this Contract, Vibration monitoring will be required, by a Seismic testing company, to perform and verified the improvement of repairs.

Below is a list of all the equipment in each building:

North Building / MD0778AG

Emergency Generator Radiator Disassemble/Reassemble	2
5" Vibration Unit	16
Boiler Pumps Disassemble/Reassemble	3
4" Vibration Unit	12
Chiller Units Disassemble/Reassemble	7
3" Vibration Unit	28
Condensing Water Pump Disassemble/Reassemble	4
3" Vibration Unit	16
Cooling Tower Disassemble/Reassemble	6
10" Vibration Unit	24
Replace 10" Check valves	4

South Building / MD1822AG

Emergency Generator Radiator Disassemble/Reassemble	2
5" Vibration Unit	16
Boiler Pumps Disassemble/Reassemble	3
4" Vibration Unit	12
Chiller Units Disassemble/Reassemble	7
3" Vibration Unit	28
Condensing Water Pump Disassemble/Reassemble	4
3" Vibration Unit	16
Cooling Tower Disassemble/Reassemble	6
10" Vibration Unit	24
Replace 10" Check valves	4

**OBJECTIVES**

To mitigate and reduce the vibration within the mechanical room when shutdown and start-up sequence;

Repair all defective machinery, vibration isolation devices;

All work must to be inspected, by Manufacturer to ensure that the installation meets contract requirements. Therefore, 3<sup>rd</sup> party Seismic testing company shall be required, to monitor the vibration to verify repairs.

New design to be greater than existing standards., Contractors should direct questions to the CAD Manager in the GSA region where the project is located. For list, see [www.qsa.gov/cad](http://www.qsa.gov/cad) or [www.osa.gov/cifm](http://www.osa.gov/cifm). For BIM guidelines, see [www.asa.gov/bim](http://www.asa.gov/bim). For special data management (SDM), see [www.qsa.gov/sdm](http://www.qsa.gov/sdm).

## VII. SPECIAL CONSIDERATIONS

Submission Requirements: The A/E will submit design documents according to the following schedule:

1. Check set (65%) Due: 4 weeks after NTP  
Documents required:  
8 set half size drawings. W. Specifications.  
PDF file of all documents. One  
Schedule and Construction Cost.  
(Additional 2 weeks for  
Government & customer review)
2. Check set (100%) Due: 3 weeks after 65% approval.  
8 set half size drawings. WI Specifications.  
PDF file of all documents. One  
Schedule and Construction Cost.  
(Additional 2 weeks for  
Government & customer review,)
3. Finals Due: 1 week after approval.  
8 set half size drawings. W/ Specifications.  
PDF file of all documents. One Schedule  
Construction Cost. In addition Two  
CD's of all documents.  
(On this delivery, the project  
documents are completed)

Final Construction Document Submission: After approval of check-set Submission, the Contractor shall provide Final Construction Documents and shall submit all materials, fully complete and checked for coordination, errors, and omissions, at the T.O.P. meeting. The submittal for Final construction document submission shall include:

1. Complete sets of digital drawings and specifications on compact disk(s).  
Drawings shall be in AutoCAD format, and specifications in PDF format.
2. One set of Schedule.
3. One set of Construction Cost, and breakdown of each component Government Review Process

# **Construction Contract for Replacement of Check Valve and Mechanical Vibration Isolators at Census Headquarters Building**

## **The Solicitation**

### **Notice of Small Business/8(a) Set-Aside**

The General Services Administration (GSA) is setting aside the contract under 552.219-74, Section 8(a) Direct Award found in the Agreement.

### **Notice of Commercial Package Carriers**

Because of increased security standards, commercial package carriers may experience delays in making deliveries to the address designated for receipt of offers. United States Mail delivered to Government offices in the Washington, DC area is subject to irradiation, significantly delaying deliveries and potentially damaging or defacing mail contents. Offerors should take these facts into consideration when determining how and when to transmit offers to the office designated for receipt.

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## **I. General Information**

### **I.A. The Solicitation and Contract**

- (1) This Solicitation sets forth requirements for proposing for a Sole Source Contract under the Small Business Administration 8(a) program to construct the Project described in the attached Agreement.
- (2) The Solicitation shall not be part of the Contract. An Offeror's proposal shall not be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.
- (3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror, and delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

### **I.B List of Solicitation Documents**

The Solicitation Documents are comprised of:

- (1) The Solicitation
- (2) Offeror Representations and Certifications Form
- (3) Standard Form (SF) 1442 – Solicitation Offer and Award
- (4) The Agreement and all Attachments to the Agreement

### **I.C. Authorized Representatives**

The following individuals are designated as the authorized GSA representatives under this Solicitation:

#### **(1) Contracting Officer**

Name: Jerome Lofton  
Address: 409 12<sup>th</sup> Street SW Suite 710 Washington, DC 20024  
Telephone: (202) 755-1032  
Email: [Jerome.Lofton@gsa.gov](mailto:Jerome.Lofton@gsa.gov)

#### **(2) Alternate Point of Contact**

Name: Aisha Massac  
Address: 409 12<sup>th</sup> Street SW Suite 710 Washington, DC 20024  
Telephone: (202) 755-1007  
Email: [Aisha.Massac@gsa.gov](mailto:Aisha.Massac@gsa.gov)

### **I.D. Pre-Proposal Conference**

- (1) A pre-proposal conference regarding this Solicitation is scheduled as follows:

Date: Wednesday, December 12, 2012  
Time: 10:00 AM  
Location: 409 12<sup>th</sup> Street SW #710 Washington, DC 20024

Interested parties must notify the Contracting Officer for further information about attendance and to confirm location, time, and date. Only those parties who have notified the Contracting

Officer and provided necessary information in advance of the meeting will be allowed to attend. To request a reasonable accommodation due to a disability, contact the Contracting Officer.

**I.E. Estimated Price Range**

The estimated price range for the Project is between \$500,000.00 and \$1,000,000.00 .

**I.F. FAR 52.228-1 Bid Guarantee (SEP 96)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

**I.G. FAR 52.236-27 Site Visit - Construction (FEB 95)**

(1) The clauses at FAR 52.236-2, Differing Site Conditions, and FAR 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation and are in the attached Agreement.

(2) Site visits will be conducted by appointment only at the times and dates specified by the point of contact shown below. To arrange for a site visit, contact:

Name: [Steven Anderson ]  
Address: [ 7<sup>th</sup> & D Streets SW Room 7645 Washington, DC 20407]  
Telephone: (202) 359-8961 (m); (301) 735-5869 (o)  
Email: [Steven.Anderson@gsa.gov](mailto:Steven.Anderson@gsa.gov)

(3) Pre-registration is required for all attendees to the pre-proposal Site Visit. The Site Visit shall be limited to not more than four (4) representatives from each Offeror. Offerors shall submit a Visit Authorization Request (VAR) identifying all attendees from their respective team. Participants must have a valid Government issued picture identification driver's license preferred, to gain access for the pre-proposal Site Visit. Notification of the location of entry,



where attendees are required to meet, and all other requirements for the Site Visit will be issued to the Offerors. Submit the VAR to the point of contact listed below.

**I.H. Receipt of Offer**

The offer is due no later than 1:00 pm local time on the following date and at the following address:

Date: December 14, 2012

Address: 409 12<sup>th</sup> Street SW #710 Washington, DC 20024

**II. Proposals**

**II.A. Proposal Contents**

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

- (1) Price Proposal
- (2) Technical Proposal
- (3) Representations and Certifications
- (4) Bid Guarantee, using Standard Form 24
- (5) GSA Form 527 – Contractor's Qualification and Financial Information

**II.B. Proposal Format**

Submit signed and dated offers to the office specified in this solicitation on or before the exact time specified in this solicitation. Offers should be submitted on the SF 1442 supplied with this solicitation.

**II.C. Price Proposal**

**(1) Contents**

The Price Proposal shall consist of the SF 1442 and the Agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror.

**II.D. Other Information to be Submitted with Proposal**

**(1) Representations and Certifications**

Offerors submitting a proposal in response to this Solicitation shall complete electronic annual representations and certifications at ORCA accessed via <https://www.acquisition.gov> in conjunction with required registration in the Central Contractor Registration (CCR) database. Offerors shall also submit with their proposal the Annual Representations and Certifications (FAR 52.204-8) using file C301 attached to this Solicitation.

**(2) Qualifications of Offerors**

Offerors submitting a proposal in response to this Solicitation shall submit with their proposal ~~evidence of their financial responsibility and capacity to perform the Contract. Offerors shall~~

submit this information on GSA Form 527 – Contractor's Qualifications and Financial Information. Where applicable, point of contact, including names and telephone numbers, are required for all contracts listed.

### **III. General Provisions**

#### **III.A Availability of Funds**

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the Contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of Contract award.

#### **III.B. Notice to Small Business Firms**

A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA) ([www.sba.gov](http://www.sba.gov)). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

#### **III.C. Affirmative Procurement Program**

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such materials in performance as set forth in the Agreement. Refer to clauses FAR 52.204-4 requiring double sided printing on recycled paper for all reports and FAR 52.223-10 encouraging vendors to practice waste reduction.

#### **III.D. Vendor Past Performance System**

(1) The General Services Administration (GSA), Public Buildings Service (PBS) is using the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process. The system enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The following are the modules of the system:

- (a) Contractor Performance Assessment Reporting System (**CPARS**): Used to create past performance evaluations on services procurements;
- (b) Architect Engineer Contract Administration Support System (**ACASS**): Used to create past performance evaluations on A/E procurements; and
- (c) Construction Contractor Appraisal Support System (**CCASS**) module: Used to create past performance evaluations on construction procurements.

Throughout the rest of this section, the term "CPARS" will mean the overall evaluation system (inclusive of the CPARS, ACASS and CCASS evaluation modules).

(2) Each award requiring an evaluation will be registered in CPARS by the Government. Within 30 days of award, the contractor will receive an email that contains user account information, as well as the applicable contract number(s) and evaluation module assigned. The contractor will have one user account set up that will allow access to all three modules.

(3) Contractors are encouraged to visit

[http://www.cpars.gov/allapps/cpartmg/webtrain/webtrain\\_all.htm](http://www.cpars.gov/allapps/cpartmg/webtrain/webtrain_all.htm) to sign up for free on-line **Contractor Overview training** when these sessions are offered. The training session is two (2) hours and is specifically for contractor users who will provide Past Performance Evaluation comments on PBS evaluations.

(4) After the contracting officer prepares and releases a contract evaluation, the contractor will receive an email alerting them the evaluation is ready for their review and comment. The contractor will have 30 days to respond to the evaluation. GSA shall provide for review at a level above the contracting officer (e.g., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

NOTE: Unless the contractor provides a different point of contact (POC) to the contracting officer after award, the Past Performance Point of Contact (POC) listed on the contractor's Central Contractor Registration (CCR) profile will be used as the default Past Performance POC. **This is the individual who will receive CPARS email alerts.** In accordance with FAR Clause 52.204-7 the contractor is responsible for the accuracy and completeness of the data within the CCR database.

(5) Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal Agencies to support future award decisions.

### **III.E. Safeguarding Documents Designated as Sensitive But Unclassified**

Certain information contained in the Solicitation Documents may have been designated as Sensitive but Unclassified (SBU) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

## **IV.FAR/GSAR Solicitation Provisions**

### **IV.A. FAR 52.216-1 Type of Contract (APR 84)**

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

### **IV.B. FAR 52.222-5 Davis-Bacon Act—Secondary Site of the Work (JUL 05)**

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

**IV.C. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)**

*(Applicable to solicitations resulting in construction contracts in excess of \$10,000.)*

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
23.6%.	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is:

***Suitland, MD; Prince George's County***

#### IV.D. Buy American Act

##### FAR 52.225-1 Buy American Act – Supplies

##### Buy American Act—Supplies (Feb 2009)

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ( 46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Cost of components” means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic end product” means—

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Foreign end product” means an end product other than a domestic end product.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for an end product that is a COTS item (See 12.505(a)(1)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Act Certificate.”

(End of clause)

#### IV.E. Buy American Act Exceptions

For Buy American Act provision exceptions, if any, see the applicable Buy American Act provision elsewhere in Section IV.

#### IV.F. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 98)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions

may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.acquisition.gov/comp/far/index.html>

NUMBER	TITLE	DATE
52.214-34	Submission of Offers in the English Language	APR 91
52.215-16	Facilities Capital Cost of Money	JUN 03
52.236-28	Preparation of Proposals—Construction	OCT 97

## **V. Additional Solicitation Provisions and Instructions**

### **V.A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 98)**

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

### **V.B. FAR 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (JUN 1988)**

*(Applicable to solicitations that cite specifications not listed in the Index and are not furnished with the solicitation)*

(a) The specifications cited in this solicitation may be obtained from: GSA Specifications Unit at (202) 755-0325. MIL Specifications may be obtained by calling (215) 697-2179.

(b) The request should identify the solicitation number and the specification required by date, title, and number as cited in the solicitation.

## **VI. Method of Award**

~~An award will be made once negotiations have been completed and all approvals obtained.~~

## Offeror Representations and Certifications

### 1. FAR 52.204-8 Annual Representations and Certifications (MAY 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541420 (Industrial Design Services).

(2) The small business size standard is \$7 million average annual receipts.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☒ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.



(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

**[CO Instruction: Check as appropriate.]**

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☒ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

**2. FAR 52.209-7 Information Regarding Responsibility Matters. (FEB 2012)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☒ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)



# **Design Build Contract for Replacement of Check Valve and Mechanical Valve Isolators at the Census Headquarters Building**

## **The Agreement**

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## I. Project Information

### I.A. Project Summary

The US Census Bureau's Headquarters Building was completed in 2007; the excessive equipment vibration in the mechanical rooms areas only causing the floors to shake. In order correct this problem the North and South Buildings' equipment in the mechanical room areas will have to be replaced or an adjustment to the spring isolators, or relocation some of the following equipment:

- Cooling Towers,
- Centrifuge Chillers,
- Chilled water pumps
- Condenser water pumps,
- Relocate check valve which is installed too close to the pump discharge. This deficiency causes the floor to shake when shutting down the pumps because check valve is too close causing excessive compression.

### I.B. The Contract

(1) The Contract consists of the SF 1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

(2) The Contractor shall provide and pay for all design, labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

### I.C. Period of Performance

(1) *Commencement.* The Contractor shall commence performance of the Work within 10 days after the Contractor receives the Notice to Proceed (NTP).

(2) *Substantial Completion.* The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 480 calendar days from issuance of Notice to Proceed (NTP).

Phase I: Design

60 calendar days

Phase II: Build/Construction

420 days

(3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 60 calendar days of Substantial Completion.

### I.D. Work Conditions/Site Requirements

All work must be performed and completed within 18-months from issuance of the Notice to Proceed. ~~All work will be performed after normal working hours from 8:00 pm to 5:00 am on weekdays and from 6:00 pm to 5:00 am on weekends.~~ Consideration will be given for hours

other than the designated hours; a written request on company letterhead, including the names and addresses of all employees shall be submitted to the Project Manager and Building Manager seven days in advance.

**I.E. Authorized Representative**

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

Contracting Officer

Name: Jerome Lofton

Address: 409 12<sup>th</sup> Street SW #710 Washington, DC 20024

Telephone: (202) 755-1032

Email: [Jerome.Lofton@gsa.gov](mailto:Jerome.Lofton@gsa.gov)

(2) GSAR 552.236-71, Authorities and Limitations, is incorporated by reference in this Contract.

**I.F. Contract Liquidated Damages Rate**

In accordance with the "Liquidated Damages" clause in Section III (Terms and Conditions), liquidated damages shall be calculated at the rate of \$ 0.00 per calendar day.

**I.G. Buy American Act Exceptions**

For the applicable Buy American Act clause and any exceptions, see Section IV of this Agreement.

**I.H. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments**

The following documents are incorporated by reference into this Contract.

- (1) Statement of Work for Contract No. GS-11P-13-ZG-C-0041, Dated October 20, 2012
- (2) Study Results for Contract No. GS-11P-13-ZG-C-0041, Dated February 20, 2010
- (3) Wage Determination MD82, Dated November 30, 2012

## II. Prices

### II.A. Basis of Pricing

- (1) *Contract Prices.* All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Price, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.
- (2) *Knowledge of Conditions Affecting Price.* FAR 52.236-3, Site Investigations and Conditions Affecting the Work, is incorporated by reference in this Contract. The Contractor shall be presumed to have established all prices with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.
- (3) *Unit Prices and Allowances.* If any portion of the Work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced portion of the Work into the Base Contract Work. The Contractor shall only be obligated to perform unit-priced work to the extent that an Allowance has been established in an amount sufficient to compensate the Contractor for such work at the established unit prices. The Contractor shall be obligated to perform such work in excess of a unit quantity for which an Allowance is sufficient only if directed by the Contracting Officer in writing. The Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.
- (4) *Options.* If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth herein. Unless otherwise specified, all options may be exercised within 90 days of Contract award.
- (5) *Bid Rates.* If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to include only the Contractor's costs, and not the costs of any subcontractors.

**II.B. Contract Price Form**  
Refer to SF 1442



### **III. Terms and Conditions**

#### **III.A. Commencement, Prosecution, and Completion of Work**

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, is supplemented as follows:

The Contractor shall not commence the Work until the Contracting Officer has issued NTP. The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in Section III (Terms and Conditions), "Substantial Completion and Contract Completion" clause, within the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

#### **III.B. Contractor Responsibilities**

- (1) Unless otherwise expressly stated in the Contract, the Contractor shall be responsible for all means and methods employed in the performance of the Contract.
- (2) The Contractor shall be responsible for providing professional design services unless this responsibility is expressly excluded from the Contract. In the performance of such work, the Contractor shall be responsible for retaining licensed design professionals, who shall sign and seal all drawings, calculations, specifications and other submittals that the licensed professional prepares. The Contractor shall be responsible for, and GSA shall be entitled to rely upon, the adequacy and completeness of all professional design services provided under this Contract.
- (3) This Contract is intended for the sole benefit of the Parties; no person shall be deemed a third party beneficiary of this Contract. Notwithstanding the foregoing, the Contractor shall include in all subcontracts that require professional design services express terms establishing GSA as a third party beneficiary.
- (4) The Contractor shall be responsible for coordinating all activities of subcontractors. This responsibility includes coordination of: preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere, and the installation of such work; scheduling of work by subcontractors; and use of the Project site for staging and logistics.
- (5) The Contractor shall determine whether the information contained in the Contract Documents complies with applicable laws, statutes, building codes and regulations. If it comes to the attention of the Contractor that any of the Contract Documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer in writing. If the Contractor performs any of the Work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.
- (6) The Contractor shall immediately bring to the Contracting Officer's attention any hazardous materials or conditions not disclosed in the Contract Documents discovered by or made known to the Contractor during the performance of the Contract.
- (7) In accordance with FAR 52.236-13, Accident Prevention ALT I, the Contractor is responsible for safety on the Project site and must submit a safety plan before commencing work.
- (8) The Contractor's responsibilities include the Responsibilities of the Architect Engineer Contractor, as specified in FAR 52.236-20.

**III.C. Contractor Management and Personnel**

FAR 52.236-6, Superintendence by the Contractor, is supplemented as follows:

- (1) The Contractor shall employ sufficient management and contract administration resources, including personnel responsible for project management, field superintendence, change order administration, estimating, coordination, inspection, and quality control, to ensure the proper execution and timely completion of the Work. The Contractor shall designate a principal of the firm or other senior management official to provide executive oversight and problem resolution resources to the Project for the life of the Contract.
- (2) The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the Work. The Government reserves the right to exclude, or remove from the site or building, any personnel for reasons of incompetence, carelessness, or insubordination, who violate rules and regulations concerning conduct on federal property, or whose continued employment on the site is otherwise deemed by the Government to be contrary to the public interest.
- (3) Repeated failure or excessive delay by the Contractor to provide qualified personnel shall be deemed a default for the purposes of the Termination for Default clause.

**III.D. Project Schedule**

- (1) The Contractor shall use a Critical Path Method ("CPM") Project Schedule to plan, coordinate, and perform the Work. The Project Schedule shall be produced using widely used, commercially available computer software that is capable of generating and monitoring a CPM schedule and is compatible with Meridian Proliance.® For example, compatible software includes Microsoft Project,® Primavera SureTrak,® and Primavera Project Planner.®
- (2) The Project Schedule shall be a rational, reasonable and realistic plan for completing the Work, and conform to requirements specified in this clause and elsewhere in this Contract.
- (3) The Contractor understands and acknowledges that the preparation and proper management of the Project Schedule is a material component of the Work, and that the Contract price includes all costs of compliance with Project Schedule requirements.
- (4) Within thirty (30) days of NTP, or such other time as may be specified herein, the Contractor shall submit its Project Schedule to the Contracting Officer, together with a written narrative describing the major design and construction activities. The Project Schedule may indicate construction activities in summary form prior to completion of final design documents. The Contractor shall submit the Project Schedule in both electronic and hardcopy print format.
- (5) Within thirty (30) days of completion of final design documents, the Contractor shall submit to the Contracting Officer a revised Project Schedule depicting all activities necessary to complete construction work activities, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the Project Schedule. The Contractor shall submit the revised Project Schedule in both electronic and hardcopy print format.
- (6) Activities shall be sufficiently detailed and limited in duration to enable proper planning and coordination of the Work, effective evaluation of the reasonableness and realism of the Project Schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.
- (7) The Contractor may revise the Project Schedule as it deems appropriate, but shall only revise prospective activities, durations and logic.
- (8) Unless a shorter period for updates is specified elsewhere, the Contractor shall update the Project Schedule monthly to reflect its actual progress in completing the Work, and submit the

updated Project Schedule to the Contracting Officer within five working days of the end of each month or other specified period.

(9) If at any time the Contracting Officer finds that the Project Schedule does not comply with any Contract requirement, the Contractor shall, upon written notice of exceptions taken by the Contracting Officer, revise the Project Schedule, adjust activity progress, or provide sufficient information demonstrating compliance. Regardless of whether the Contracting Officer takes any such exception, the Contractor shall not be relieved of its responsibility for the rationality, reasonableness or realism of the Project Schedule, or its responsibility to achieve Substantial Completion within the time specified by this Contract.

(10) If the Contractor fails to sufficiently address the Contracting Officer's exceptions to the Project Schedule within thirty (30) calendar days of written notice of same, the Contracting Officer may withhold retainage until the Project is Substantially Complete, or until such time as the Contractor has complied with Project Schedule requirements.

(11) The Contracting Officer shall be entitled, but not required, to rely upon the Project Schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time, and determine the criticality or float of any activities described in such Project Schedule.

### **III.E. Extensions of Time**

FAR 52.211-13, Time Extensions, is supplemented as follows:

(1) If the Contractor requests an extension of the time for Substantial Completion, the Contractor shall base its request on analysis of time impact using the Project Schedule as its baseline, and shall propose as a new Substantial Completion date to account for the impact. The Contractor shall submit a written request to the Contracting Officer setting forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.

(2) The Contractor shall only be entitled to an extension of time to the extent that (a) Substantial Completion of the Work is delayed by causes for which the Contractor is not responsible under this Contract, and (b) the actual or projected Substantial Completion date is later than the date required by this Contract for Substantial Completion.

(3) The Contractor shall not be entitled to an extension of time if the Contractor has not updated the Project Schedule in accordance with this Contract.

(4) The Government shall not be liable for any costs to mitigate time impacts incurred by the Contractor that occur less than 30 calendar days after the date the Contractor submits a request for extension of time in compliance with this clause.

### **III.F. Interpretation of Specifications and Drawings**

FAR 52.236-21, Specifications and Drawings for Construction, and GSAR 552.236-77 Specifications and Drawings are supplemented as follows:

(1) For the purposes of FAR 52.236-21, GSAR 552.236-77 and this clause, specifications and drawings refer only to those included among the Contract Documents, and not to those produced by the Contractor pursuant to its responsibilities under this Contract.

(2) Different requirements within the Contract Documents shall be deemed inconsistent only if compliance with both cannot be achieved.

**III.G. Submittals**

- (1) The Contractor shall prepare and submit to the Contracting Officer design documents, shop drawings, samples, calculations, product information, mockups, and other submittals (collectively, "submittals") as specified in the Contract Documents.
- (2) The Contractor shall submit design documents for review in accordance with PBS-P100. GSA shall review submittals for the limited purpose of verifying that the documents conform to the design criteria expressed in the Contract Documents.
- (3) The Contractor shall not proceed with work or procure products or materials described or shown in submittals until the Contracting Officer has indicated approval of the submittal. Any work or activity undertaken prior to approval shall be at the Contractor's risk; should the Contracting Officer subsequently determine that the work or activity does not comply with the Contract, the Contractor shall be responsible for all cost and time required to comply with the Contracting Officer's determination. The Contracting Officer shall have the right to order the Contractor to cease execution of work for which submittals have not been approved. The Government shall not be liable for any cost or delay incurred by the Contractor attributable to the proper exercise of this right.
- (4) The Contractor shall direct to the Contracting Officer's attention, in writing, all deviations or changes in resubmitted submittals. In the absence of such written notice, the Contracting Officer's approval of a resubmission shall not include or apply to such deviations or changes.

**III.H. Substantial Completion and Contract Completion**

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, FAR 52.211-12, Liquidated Damages (Construction), and GSAR 552.246-72, Final Inspection and Tests, are supplemented as follows:

- (1) For the purposes of FAR 52.211-10, Commencement, Prosecution and Completion of Work, and FAR 52.211-12, Liquidated Damages (Construction), the Work shall be deemed complete when it is "Substantially Complete." The Work shall be deemed "Substantially Complete" if and only if the Contractor has completed the Work and related Contract obligations in accordance with the Contract Documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire Work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work. In no event shall the Work be deemed Substantially Complete if all fire and life safety systems are not tested and accepted by the Authority Having Jurisdiction, where such acceptance is required under the Contract.
- (2) With reasonable advance notice, the Contractor shall submit to the Contracting Officer a written proposal recommending a Substantial Completion date (Notice of Substantial Completion). The Contracting Officer shall conduct inspections and make a determination of Substantial Completion within a reasonable time. If the Contracting Officer takes exception to the Notice of Substantial Completion, the Contractor shall be entitled to a written notice of conditions precluding determination of Substantial Completion.
- (3) The Contractor shall only be entitled to an extension of time to address such conditions if, and to the extent that, the Contracting Officer provides notice of such conditions more than thirty (30) calendar days after receipt of the Notice of Substantial Completion.
- (4) Substantial Completion shall be established by the Contracting Officer's issuance of a written determination specifying the date upon which the Work is Substantially Complete.

(5) The Contract is complete (Contract Completion) if and only if the Contractor has completed all Work and related Contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

(6) Unless otherwise specifically noted, or otherwise clear from context, all references in this Contract to "acceptance" shall refer to issuance of a written determination of Substantial Completion.

(7) The Contractor shall not be entitled to final payment or release of any retainage held by the Government until after Contract Completion. If the Contractor does not achieve Contract Completion within the time required by this Contract, the Government shall be entitled, after providing notice to the Contractor, to complete any work remaining unfinished. The Contractor shall be liable to the Government for all costs incurred by the Government to complete such work.

### **III.I. Use and Possession Prior to Substantial Completion**

FAR 52.236-11, Use and Possession Prior to Completion, is supplemented as follows:

Exercise by the Government of the right conferred by FAR 52.236-11 shall not relieve the Contractor of responsibility for completing any unfinished components of the Work.

### **III.J. Finality of Contract Modifications**

As set forth elsewhere in this Contract, the Contractor is entitled to additional consideration under certain conditions, including the issuance of change orders. It is the Contractor's duty to include in proposals for equitable adjustment or other consideration all compensation to which it may be entitled, including cost and time. Unless otherwise explicitly stated in a modification to the Contract providing such consideration, adjustments to the Contract price or time agreed upon therein shall be deemed to provide all compensation to which the Contractor is entitled, and shall constitute final settlement of the Contractor's entitlement to compensation on account of the change or other condition giving rise to the modification.

### **III.K. Liquidated Damages**

FAR 52.211-12, Liquidated Damages, is supplemented as follows:

(1) The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work within the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "*Contract Liquidated Damages Rate*," for each calendar day following the required completion date that the Work is not Substantially Complete.

(2) If the Contract requires different completion dates for different phases or portions of the Work, the Contractor shall be liable for liquidated damages at the specified rate for each calendar day following the required completion date that the phase or portion of Work is not Substantially Complete. If a single rate is specified, the specified rate shall be apportioned between the different phases or portions of the Work.

(3) If the Government elects to accept any portion of the Work not specifically designated as a phase or portion of Work with its own required completion date, the liquidated damage rate shall be apportioned between accepted work and uncompleted work, and the Contractor's liability for liquidated damages shall be computed accordingly.

**III.L. Insurance Requirements [CO Instruction: Edit amounts if needed]**

(1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.

(a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least \$2,000,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

(b) Broad form comprehensive commercial general liability insurance in the amount of at least \$5,000,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$1,000,000 per person and \$2,500,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage.

(2) The Contractor shall require that the licensed design professionals it retains for the Project acquire and maintain professional liability insurance in the amount of \$5,000,000 per claim and shall provide proof to the Contracting Officer.

(3) The Contractor shall promptly provide to the Contracting Officer proof that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

**III.M. Order of Precedence**

Different requirements within this Contract shall be deemed inconsistent only if compliance with both cannot be achieved. In case of inconsistency between Contract Documents, the following order of precedence shall apply:

- (1) Section IV of the Agreement
- (2) Sections I, II, and III of the Agreement
- (3) The Statement of Work
- (4) The Specifications
- (5) The Drawings
- (6) Exhibits and Other Attachments

**III.N. Administrative Matters**

(1) *Project Meetings.* The Contractor shall attend a preconstruction conference and shall participate in regularly scheduled Project meetings.

(2) *Schedule of Values.* The Contractor shall prepare and submit for approval a detailed cost breakdown of the Contract price, to be referred to as the Schedule of Values, assigning values to each component of the Work. Values must include all direct and indirect costs, although a separate value for bond costs may be established. The Schedule of Values must contain sufficient detail to enable the Contracting Officer to evaluate applications for payment. ~~If this Contract requires that the Project Schedule be cost loaded, the Schedule of values will be derived from the Project Schedule.~~

(3) *Payments.* FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented as follows:

(a) Before submitting a request for payment, the Contractor shall attend pre-invoice payment meetings each month, as scheduled, with the designated Government representative for the purpose of facilitating review and approval of payment requests. Payment meetings may be conducted in person or by telephone. The Contractor shall provide documentation to support the prospective payment request.

(b) The Contractor shall submit its invoices to the Contracting Officer. Separate payment requests shall be submitted for progress payments, payments of retainage, and partial or final payments.

(c) If the invoice does not meet the requirements of FAR Clause 52.232-27 (a)(2) and the requirements specified in Subparagraphs (3)(a),(d),(e),and(f) of the Administrative Matters clause, the Contracting Officer may return the invoice to the Contractor without payment for correction. If the Contracting Officer disputes the requested payment amount, the Government may pay the portion of the requested payment that is undisputed.

(d) Invoices shall be submitted in an original and two (2) copies to the designated billing office specified in this Contract or in individual delivery/work orders.

(e) Invoices must include the Account Document Number (ADN) assigned at award.

(f) The Contractor shall submit the following information or documentation with each invoice:

(i) GSA Form 184A and/or 184B - Construction Progress Report (Construction Phases Only) or AIA Form G702, including the updated Schedule of Values upon which the payment request is based;

(ii) GSA Form 2419 - Certification of Progress Payments Under Fixed-Price Construction Contract;

(iii) The payment terms that apply for the particular services rendered;

(iv) Additional documentation:

Phase 1: Submission Requirements: The A/E will submit design documents according to the following schedule:

1. Check set (65%) Due: 4 weeks after NTP

Documents required: eight (8) sets of half size drawings with specifications; one (1) PDF file of all documents; one (1) schedule; and construction cost

2. Check set (100%) Due: 3 weeks after 65% approval/initial check set

Documents required: eight (8) sets of half sized drawings with specifications; one (1) PDF file of all documents; one (1) schedule; and construction cost. Allow 2 additional weeks for Government and customer review

3. Final set Due: 1 week after approval

Documents required: eight (8) sets of half sized drawings with specifications; one (1) PDF file of all documents; one (1) schedule; construction cost; AND two (2) CD's of all documents.

Upon delivery of the above, the project documents are complete for Phase 1/Design.

**Phase 2: Final Construction Document Submission:**

After approval of check-set submission, the A/E shall provide Final Construction Documents and shall submit all materials, fully complete and checked for coordination, errors, and omissions, at the T.O.P. meeting. The submittal for final construction documents shall include:

1. Complete sets of digital drawings and specifications on compact disk(s) (CD's)
2. Drawings shall be in AutoCAD format, and specifications in PDF format.
3. One (1) set of Schedule
4. One (1) set of construction cost, and breakdown of each component C. Government Review Process.

(g) GSA will not be obligated to issue final payment unless the Contractor has furnished to the Contracting Officer a release of claims against the Government relating to this Contract, and submitted all required product warranties, as-built drawings, operating manuals, and other items as specified in the Contract. The Contractor may reserve from the release specific claims only if such claims are explicitly identified with stated claim amounts. All release forms must bear the original signature of the signer and must be affixed with the Contractor's corporate seal or the seal of a Notary Public.

(4) *Prompt Payment.* In accordance with FAR clause 52.232-27, the period for payments is as follows:

- (a) Progress Payments: 14 days
- (b) Subsequent Subcontractor Payments: 7 days

(5) *Payment Information.* The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(6) *Security Clearances.* Contractor shall comply with the following requirements pertaining to security clearances:

(a) All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form FD258 and a completed Contractor Information Worksheet (CIW).

(c) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12).

(d) Information concerning these requirements can be found at:

<http://www.gsa.gov/portal/content/06757>  
<http://www.gsa.gov/portal/content/06757>



(7) *Sensitive But Unclassified (SBU) Building Information.* The following requirements apply to information contained in this Contract that has been designated as Sensitive But Unclassified (SBU) building information:

(a) The Contractor shall submit to GSA all Contractor-generated documents that may contain SBU building information before the original or any copies are disseminated to any other parties. If GSA identifies SBU content in such documents, the Contracting Officer may direct the Contractor to imprint or affix SBU document markings to the original documents and all copies prior to dissemination.

(b) The Contractor shall protect SBU building information by strictly limiting access to those individuals having a need to know such information acting on behalf of Federal, State, and local government entities, nongovernment entities engaged in the conduct of business on behalf of or with GSA, and firms currently registered as "active" in the Central Contractor Registration (CCR) database via <https://www.acquisition.gov>. If a subcontractor is not registered in the CCR and has a need to possess SBU building information, the subcontractor shall provide to the Contractor its DUNS number or its tax ID number and a copy of its business license. This clause shall not be construed to encumber the dissemination of SBU building information to public safety entities.

(c) The Contractor shall use session or file encryption when transmitting SBU building information electronically outside of the GSA firewall and network. The Contractor shall encrypt sessions or files with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL:

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the following URL:

<http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>

(Note that not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.)

(d) When transmitting SBU building information contained in any physical media, including hardcopy and portable electronic data storage devices, the Contractor shall only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives.

(e) The Contractor shall maintain a list of the entities and the firms to which it has disseminated SBU building information. This list must include at a minimum (1) the name of the entity or firm; (2) the name and contact information of the individual at the entity or firm who is responsible for protecting the SBU building information; and (3) a description of the SBU building information provided. Upon completion of the Work, the Contractor shall collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and/or suppliers, and submit them to the Contracting Officer. The Contracting Officer may withhold final payment until the lists are received.

~~(f) This Contract requires that the Contractor retain beyond the period of performance certain records that may contain SBU building information. With the exception of such records,~~

upon completion of the Work, the Contractor shall either destroy all records containing SBU building information or return them to the Contracting Officer, as directed by the Contracting Officer. The Contractor shall destroy electronically stored SBU building information by deleting it or otherwise rendering it unreadable and incapable of being restored, in accordance with guidelines provided for media sanitization within Appendix A of NIST Special Publication 800-88, Guidelines for Media Sanitization, available at [http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88\\_rev1.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf). Examples of acceptable destruction methods for SBU building information are: burning or shredding hardcopies; physically destroying portable electronic storage devices; deleting and removing files from electronic recycling bins; and removing material from computer and hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

(g) The Contractor shall verify to the Contracting Officer in writing that SBU building information has been disposed of as required in Paragraph (7)(f) of this clause. The Contracting Officer may withhold final payment until written verification is received.

(h) The Contractor shall immediately report to the Contracting Officer all improper disclosures of SBU building information. If the Contractor fails to comply with any provision of this clause, the Contracting Officer may withhold approval of progress payments until the Contractor provides a corrective action plan explaining how it will rectify any noncompliance and prevent future improper disclosures of SBU building information.

(i) The Contractor shall insert the substance of this clause in all subcontracts.

### **III.O. Non-Compliance with Contract Requirements**

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

## **IV. Contract Clauses**

### **IV.A. Clauses Incorporated In Full Text**

(1) FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (JUL 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this Contract, the Contractor shall—

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this Contract.

(d) The environmental point of contact for this Contract is:

Name: James Hodges  
Telephone: (202) 708-5253  
Email: James.Hodges@gsa.gov

Submit reports to [pbsbiobasedreporting@gsa.gov](mailto:pbsbiobasedreporting@gsa.gov).

**(2) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 08)**

(a) *Definitions.* As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this Contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

**(3) FAR 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)**

~~This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16,~~  
Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

**(4) Buy American Act Requirements**

**H.1.1.1 52.225-1 Buy American Act—Supplies.**

As prescribed in 25.1101(a)(1), insert the following clause:

**BUY AMERICAN ACT—SUPPLIES (FEB 2009)**

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ( 46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Cost of components” means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic end product” means—

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(ii) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Foreign end product” means an end product other than a domestic end product.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for an end product that is a COTS item (See 12.505(a)(1)).

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Act Certificate.”

(End of clause)

**(5) Additional Clauses**

**H.1.1.2 52.219-11 Special 8(a) Contract Conditions.**

As prescribed in 19.811-3(a), insert the following clause:

**SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)**

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the General Services Administration (GSA) the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the General Services Administration (GSA) shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the General Services Administration (GSA).

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the General Services Administration (GSA) Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

**H.1.1.3 52.219-17 Section 8(a) Award.**

As prescribed in 19.811-3(c), insert the following clause:

**SECTION 8(A) AWARD (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the \_\_\_\_\_ [insert name of contracting activity] the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the General Services Administration (GSA) Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the General Services Administration (GSA).

(End of clause)

**(6) Special 8(a) Requirements**

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (Deviation) - June 2003

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The Sympora Technologies company will notify the General Services Administration's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.  
(End of clause)

**IV.B. Clauses Incorporated by Reference**

The following FAR/GSAR clauses are supplemented in Section III, Terms and Conditions: 52.211-10, 52.211-12, 52.211-13, 52.228-5, 52.232-5, 52.232-27, 52.236-1, 52.236-6, 52.236-11, 52.236-13, 52.236-23, 52.236-21, 552.228-5, 552.236-77, 552.236-78, and 552.246-72.

**(1) FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at this address:

<http://www.acquisition.gov/comp/far/index.html>

**(2) Federal Acquisition Regulation (FAR) Clauses:**

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NUMBER	TITLE	DATE
52.202-1	Definitions	JAN 12
52.203-3	Gratuities	APR 84
52.203-5	Covenant Against Contingent Fees	APR 84
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 06
52.203-7	Anti-Kickback Procedures	OCT 10
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 97
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 97
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct (If Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	APR 10
52.203-14	Display of Hotline Poster(s) (If Contract is Greater than \$5 Million)	DEC 07
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 11
52.204-7	Central Contractor Registration	AUG 12
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards	AUG 12
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	DEC 10
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 12
52.211-10	Commencement, Prosecution, and Completion of Work	APR 84
52.211-12	Liquidated Damages—Construction	SEP 00
52.211-13	Time Extensions	SEP 00
52.211-18	Variation in Estimated Quantity	APR 84
52.215-2	Audit and Records-Negotiation	OCT 10
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 11
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	AUG 11
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
<del>52.215-17</del>	<del>Waiver of Facilities Capital Cost of Money</del>	<del>OCT 97</del>

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NUMBER	TITLE	DATE
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52-219-8	Utilization of Small Business Concerns	JAN 11
52.219-14	Limitations on Subcontracting	NOV 11
52.219-28	Post-Award Small Business Program Rerepresentation	APR 12
52.222-3	Convict Labor	JUN 03
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation	JUL 05
52.222-6	Davis-Bacon Act	JUL 05
52.222-7	Withholding of Funds	FEB 88
52.222-8	Payrolls and Basic Records	JUN10
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	JUL 05
52.222-12	Contract Termination—Debarment	FEB 88
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 88
52.222-14	Disputes Concerning Labor Standards	FEB 88
52.222-15	Certification of Eligibility	FEB 88
52.222-21	Prohibition of Segregated Facilities	FEB 99
52.222-26	Equal Opportunity	MAR 07
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 99
52.222-35	Equal Opportunity for Veterans	SEP 10
52.222-36	Affirmative Action for Workers with Disabilities	OCT 10
52.222-37	Employment Reports on Veterans	SEP 10
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	FEB 09
52.222-54	Employment Eligibility Verification	JUL 12
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 97
	Alternate I	JUL 95
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 11



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NUMBER	TITLE	DATE
52.223-6	Drug-Free Workplace	MAY 01
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-designated Products	MAY 08
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 08
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 11
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.227-2	Notice and Assistance Regarding Patent and Copyright	DEC 07
52.227-4	Patent Indemnity—Construction Contracts	DEC 07
52.227-23	Rights to Proposal Data (Technical)	JUN 87
52.228-2	Additional Bond Security	OCT 97
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.228-11	Pledges of Assets	JAN 12
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 95
52.228-14	Irrevocable Letter of Credit	DEC 99
52.228-15	Performance and Payment Bonds—Construction	OCT 10
52.229-3	Federal, State, and Local Taxes	APR 03
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 02
52.232-17	Interest	OCT 10
52.232-23	Assignment of Claims	JAN 86
52.232-27	Prompt Payment for Construction Contracts	OCT 08
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	OCT 03
52.233-1	Disputes	JUL 02
	Alternate I	DEC 91
52.233-3	Protest after Award	AUG 96
52.233-4	Applicable Law for Breach of Contract Claim	OCT 04
<del>52.236-2</del>	<del>Differing Site Conditions</del>	<del>APR 84</del>

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NUMBER	TITLE	DATE
52.236-3	Site Investigation and Conditions Affecting the Work	APR 84
52.236-5	Material and Workmanship	APR 84
52.236-6	Superintendence by the Contractor	APR 84
52.236-7	Permits and Responsibilities	NOV 91
52.236-8	Other Contracts	APR 84
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 84
52.236-10	Operations and Storage Areas	APR 84
52.236-11	Use and Possession Prior to Completion	APR 84
52.236-12	Cleaning Up	APR 84
52.236-13	Accident Prevention Alternate I	NOV 91
52.236-14	Availability and Use of Utility Services	APR 84
52.236-17	Layout of Work	APR 84
52.236-21	Specifications and Drawings for Construction	FEB 97
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 84
52.236-25	Requirements for Registration of Designers	JUN 03
52.242-13	Bankruptcy	JUL 95
52.242-14	Suspension of Work	APR 84
52.243-4	Changes	JUN 07
52.244-6	Subcontracts for Commercial Items	DEC 10
52.245-1	Government Property Alternate 1	APR 12
52.245-9	Use and Charges	APR 12
52.246-12	Inspection of Construction	AUG 96
52.246-21	Warranty of Construction	MAR 94
52.249-2	Termination for Convenience of the Government (Fixed-Price) Alternate I	APR 12 SEP 96
52.249-10	Default (Fixed-Price Construction)	APR 84
52.253-1	Computer Generated Forms	JAN 91

**(3) GSA Acquisition Regulation (GSAR) Clauses:**

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 99
552.211-72	References to Specifications in Drawings	FEB 96
552.215-70	Examination of Records by GSA	FEB 96
552.219-75	GSA Mentor-Protégé Program	SEP 09
552.219-76	Mentor Requirements and Evaluation	MAR 12
552.227-71	Drawings and Other Data to Become Property of the Government	MAY 89
552.228-5	Government as Additional Insured	MAY 09
552.229-70	Federal, State, and Local Taxes	APR 84
552.236-70	Definitions	APR 84
552.236-71	Authorities and Limitations	APR 84
552.236-74	Working Hours	APR 84
552.236-75	Use of Premises	APR 84
552.236-76	Measurements	APR 84
552.236-77	Specifications and Drawings	SEP 99
552.236-78	Shop Drawings, Coordination Drawings, and Schedules	SEP 99
552.236-80	Heat	APR 84
552.236-82	Subcontracts	APR 84
552.243-71	Equitable Adjustments	JAN 09
552.246-72	Final Inspection and Tests	SEP 99

**(4) 8(a) Set-Aside**

This contract is an 8(a) Set-Aside; the following clause is incorporated by reference:

552.219-74      Section 8(a) Direct Award      SEP 99

In accordance with 552.219-74, the cognizant SBA district office is:

U.S. Small Business Administration (SBA)  
ADD/8(a) Business Development  
Washington Metropolitan Area District Office  
740 15<sup>th</sup> St. NW, 3<sup>rd</sup> Floor  
Washington DC, 20005

**IV.C. Subcontract Requirements**

~~The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to~~  
be flowed down to subcontracts. Clauses containing flow down requirements include, but may

not be limited to, those listed below. Clauses marked by an asterisk (\*) are not required to be flowed down to subcontracts for professional architect or engineer services. Clauses marked by a double asterisk (\*\*) are only required to be flowed down to subcontracts for professional architect or engineer services. Unless otherwise indicated, the extent of the flow down shall be as required in the clause. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

(1) FAR Clauses:

NUMBER	TITLE	DATE
2.203-7	Applicable Buy American Act Clause* (See Buy American Act Requirements under "Clauses Incorporated in Full Text" in Section IV) Anti-Kickback Procedures	OCT 10
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 97
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 10
52.203-13	Contractor Code of Business Ethics and Conduct (If Contract is Greater than \$5 Million or Performance Period is Greater than 120 Days)	APR 10
52.203-14	Display of Hotline Poster(s) (If Contract is Greater than \$5 Million)	DEC 07
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 12
52.215-2	Audit and Records – Negotiation	OCT 10
52.215-12	Subcontractor Cost or Pricing Data	OCT 10
52.215-13	Subcontractor Cost or Pricing Data – Modifications	OCT 10
52.215-15	Pension Adjustments and Asset Reversions	OCT 10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 05
52.222-4	Contract Work Hours and Safety Standards Act—Overtime Compensation*	JUL 05
52.222-6	Davis-Bacon Act*	JUL 05
52.222-7	Withholding of Funds*	FEB 88
52.222-8	Payrolls and Basic Records*	JUN 10
52.222-9	Apprentices and Trainees*	JUL 05
52.222-10	Compliance with Copeland Act Requirements*	FEB 88
52.222-11	Subcontracts (Labor Standards)*	JUL 05
52.222-12	Contract Termination—Debarment*	FEB 88
52.222-13	Compliance with Davis-Bacon and Related Act Regulations*	FEB 88

**GSA Contract No. GS-11P-13-ZG-C-0041**

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NUMBER	TITLE	DATE
52.222-14	Disputes Concerning Labor Standards*	FEB 88
52.222-15	Certification of Eligibility*	FEB 88
52.222-21	Prohibition of Segregated Facilities	FEB 99
52.222-26	Equal Opportunity	MAR 07
52.222-27	Affirmative Action Compliance Requirements for Construction*	FEB 99
52.222-35	Equal Opportunity for Veterans	SEP 10
52.222-36	Affirmative Action for Workers with Disabilities	OCT 10
52.222-37	Employment Reports Veterans	SEP 10
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 10
52.222-50	Combating Trafficking in Persons	FEB 09
52.222-54	Employment Eligibility Verification	JUL 12
52.223-6	Drug-Free Workplace	MAY 01
52.223-15	Energy Efficiency in Energy-Consuming Products*	DEC 07
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts*	MAY 08
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 11
52.223-19	Compliance with Environmental Management Systems	MAY 11
52.225-13	Restrictions on Certain Foreign Purchases	JUN 08
52.227-1	Authorization and Consent	DEC 07
52.228-5	Insurance—Work on a Government Installation	JAN 97
52.236-13	Accident Prevention Alternate I*	NOV 91
52.236-23	Responsibility of the Architect-Engineer Contractor**	APR 84
52.236-25	Requirements for Registration of Designers**	JUN 03

**(2) GSA Acquisition Regulation (GSAR) Clauses:**

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	FEB 96
552.227-71	Drawings and Other Data to Become Property of the Government**	MAY 89

**(3) Agreement Clauses:**

*Sensitive But Unclassified (SBU) Building Information, "Administrative Matters" in Section III*  
(Terms and Conditions)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages 1 2	
2. AMENDMENT MODIFICATION NO. PA01		3. EFFECTIVE DATE OCT 31, 2013		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY GSA, OFFICE OF FACILITIES MGMT. (WPMGA) Triangle 301 7th Street, SW #7919 Washington DC 20407				7. ADMINISTERED BY (if other than item 6) See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) SYMPORA, INC. 812 THAYER AVENUE SUITE 300B SILVER SPRING MD 20910  DUNS: 074549366 Cage Code: 3CG70				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-11P-13-ZG-C-0041	
						10B. DATED (SEE ITEM 13) JUL 24, 2013	
CODE 00018691		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE <b>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule <span style="float: right;">Modification Amount: \$0.00 Modification Obligated Amount: \$0.00</span>							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) This is an administrative modification for the Vibration Project at Census Bureau at Suitland, MD. This modification is to Stop / Resume work on Contract # - GS-11P-12-ZG-C-0041. The contract was stopped on October 01, 2013 and resume on October 17, 2013. All other terms and conditions remain in effect.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerome Lofton, (202)755-1032 jerome.lofton@gsa.gov			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				(b) (6)		OCT 31, 2013	
				(Signature of Contracting Officer)			



**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0003	<p>(New Line Item)</p> <p>Check valve replacement and mechanical vibration isolator at Census Bureau Headquarters - 4600 Silver Hill Road, Suitland, MD.</p> <p>This is an administrative modification for the Vibration Project at Census Bureau at Suitland, MD. This modification is to Stop / Resume work on Contract # - GS-11P-12-ZG-C-0041. The contract was stopped on October 01, 2013 and resume on October 17, 2013. All other terms and conditions remain in effect.</p> <p>DELIVERY DATE: 10/30/2014</p> <p>SHIP TO:</p> <p>4600 SILVER HILL RD.</p> <p>SUITLAND MD 20746-9997</p> <p>Pricing Option: Firm-Fixed-Price</p>				

**(b) (4)**



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages	
2. AMENDMENT MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
PS02		AUG 01, 2014		WPMJ-14-0987			
6. ISSUED BY GSA, OFFICE OF FACILITIES MGMT. (WPMGA) Triangle 301 7th Street, SW #7919 Washington DC 20407				7. ADMINISTERED BY (If other than item 6) See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) SYMPORA, INC. 912 THAYER AVENUE SUITE 300B SILVER SPRING MD 20910  DUNS: 074549366 Cage Code: 3CG70  <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <b>REVIEWED</b>  <i>By LorettaFolgerKenley at 2:03 pm, Aug.08, 2014</i> </div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"> Prevalidate </div>				(x)		9A. AMENDMENT OF SOLICITATION NO.	
				(x)		9B. DATED (SEE ITEM 11)	
				(x)		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-11P-13-ZG-C-0041	
				(x)		10B. DATED (SEE ITEM 13) JUL 24, 2013	
CODE 00018691		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE  RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF  YOUR OFFER.</b> If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule				Modification Amount: \$17,083.00 Modification Obligated Amount: \$17,083.00			
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 43.2						
X							
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) This is a modification to Replace in the North Mechanical room 4 check valves with four (4) silent check valves. It will also Replace in the South Mechanical Room 4 check valves with four (4) silent check valves. (b) (4)							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)  Dean Matthews, President				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerome Lofton, Supv. Contract Specialist (202)755-1032 jerome.lofton@gsa.gov			
15B. CONTRACTOR/OFFEROR  (b) (6) (Signature of person authorized to sign)		15C. DATE SIGNED  08/12/2014		16B. UNITED STATES OF AMERICA  (b) (6) (Signature of Contracting Officer)		16C. DATE SIGNED  8/13/14	

NSN 7540-01-152-8070  
Previous Edition unusable

**APPROVED**

By ErinMcGee at 3:25 pm, 8/8/14

STANDARD FORM 30. (Rev. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

Continuation Page

Continued from Block 14...

(b) (4)

The period of performance remains unchanged at 12/31/2014. All other terms and conditions remain in effect.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0004	<p>(New Line Item)</p> <p>Replace Valve &amp; Mechanical Vibrations Isolators, Census Headquarters Building, Suitland, MD</p> <p>Modification of Contract# GS-11P-13-ZG-C-0041 to add the following:</p> <p>1. Replace in the North Mechanical room 4 check valves with four (4) silent check valves</p> <p><b>(b) (4)</b></p> <p>PR NUMBER: WPMJ-14-0987 DELIVERY DATE: 12/31/2014 SHIP TO: 4600 SILVER HILL RD. SUITLAND MD 20746-9997</p>				
0005	<p>(New Line Item)</p> <p>2. Replace in the South Mechanical Room 4 check valves with four (4) silent check valves</p> <p><b>(b) (4)</b></p> <p>PR NUMBER: WPMJ-14-0987 DELIVERY DATE: 12/31/2014 SHIP TO: 4600 SILVER HILL RD. SUITLAND MD 20746-9997</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages	
2. AMENDMENT MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
PS03		OCT 09, 2014		WPMJ-15-0015			
6. ISSUED BY GSA, OFFICE OF FACILITIES MGMT. (WPMGA) Triangle 301 7th Street, SW #7919 Washington DC 20407				7. ADMINISTERED BY (if other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) SYMPORA, INC. 912 THAYER AVENUE SUITE 300B SILVER SPRING MD 20910				9A. AMENDMENT OF SOLICITATION NO. (x)			
DUNS: 074549366 Cage Code: 3CG70				9B. DATED (SEE ITEM 11)			
CODE 00018691				10A. MODIFICATION OF CONTRACT/ORDER NO. OS-11P-13-ZG-C-0041			
FACILITY CODE				10B. DATED (SEE ITEM 13) JUL 24, 2013			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
<b>12. ACCOUNTING AND APPROPRIATION DATA (if required)</b> See Schedule							
Modification Amount: \$0.00 Modification Obligated Amount: \$0.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 43.2						
X							
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION</b> (Organized by UCF section headings, including solicitation/contract subject matter where feasible) This is a no cost to the Government modification to extend the period of performance from October 14, 2014 to November 15, 2014. The amount of the contract remains unchanged at \$1,580,807.88.  This modification will also change the Contracting Officer from Jerome Lofton to Olivia Flowers. ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>  Dean Matthews, President				<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Olivia Flowers, Contract Specialist 202-205-5617 olivia.flowers@gsa.gov			
<b>15B. CONTRACTOR/OFFEROR</b>		<b>15C. DATE SIGNED</b>		<b>16B. UNITED STATES OF AMERICA</b>		<b>16C. DATE SIGNED</b>	
(b) (6) (Signature of person authorized to sign)		10/10/14		(b) (6) (Signature of Contracting Officer)		10/15/14	

**Continuation Page**

**Continued from Block 14...**

**All other terms and conditions remain in effect.**



SCHEDULE Continued					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0006	<p>(New Line Item)</p> <p>Modification of Contract# GS-11P-13-ZG-C-0041 as follows:</p> <p>No Cost Time Extension for 32 calendar days, contract completion date extended from October 14, 2014 to November 15, 2014.</p> <p>(b) (4)</p> <p>This modification will also change the Contracting Officer from Jerome Lofton to Olivia Flowers.</p> <p>All other terms and conditions remain in effect.</p> <p>(b) (4)</p> <p>PR NUMBER: WPMJ-15-0015  DELIVERY DATE: 11/15/2014  SHIP TO:  4600 SILVER HILL RD.  SUITLAND MD 20746-9997  Pricing Option: Firm-Fixed-Price</p>				

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	GS-11P-13-ZG-C-0041	<input checked="" type="checkbox"/> SEALED BID (FFR) <input type="checkbox"/> NEGOTIATED (FFR)	FEB 20, 2013	1 3
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				

4. CONTRACT NO.	5. REQUEST FOR PURCHASE REQUEST NO.	6. PROJECT PLAN
GS-11P-13-ZG-C-0041	WPMJ-13-0085	Valve & Mechanical Vibration
7. ISSUED BY	8. ADDRESS OFFER TO	
GSA, OFFICE OF FACILITIES MGMT. (WPMGA) 409 12th Street SW, #710 Washington DC 20024-2188	4600 SILVER HILL RD. SUTLAND MD 20746-8997	MD0778AG

9. FOR INFORMATION CALL:	10. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
Tanya Turner	202-755-1025 tanya.turner@gsa.gov

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".  
10. THE GOVERNMENT REQUESTS PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Task, Identifying No., dated

See Attached

**Prevalidate**



Replace Check Valve & Mechanical Vibration Isolators at Census Headquarters Building, located in 4600 Silver Hill Road, Suitland, MD 20746.  
Negotiation Authority - This is an 8 (a) Set-Aside in accordance with the Partnership Agreement between General Services Administration and the Small Business Administration signed on October 17, 2012.

11. The Contractor shall begin performance _____ 10 _____ calendar days and complete it within _____ 420 _____ calendar days after receiving _____ award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____)
--

12. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BOND: (If "YES," indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	15

13. ADDITIONAL SOLICITATION REQUIREMENTS:
- Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ (hour) local time \_\_\_\_\_ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
  - An offer guarantee ☐ is, ☒ is not required.
  - All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by
  - Offers providing less than \_\_\_\_\_ 10 \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

NSN 7540-01-186-3212



STANDARD FORM 1442 REV. 4-89  
Prescribed by GSA - FAR (48 CFR 53.220-1)(a)

<b>14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)</b> SYMPORA, INC. 912 THAYER AVENUE SUITE 300B SILVER SPRING MD 209104570		<b>15. TELEPHONE NO. (Include area code)</b> <div style="border: 1px solid black; padding: 5px; text-align: center;">(b) (4)</div>	
<b>16. REMITTANCE ADDRESS (Include only if different than Item 14.)</b>  VIA EFT		<b>17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13c. Failure to insert any number means the offeror accepts the minimum in Item 13c.)</b>	
<b>18. The offeror agrees to furnish any required performance and payment bonds.</b>		<b>19. ACKNOWLEDGMENT OF AMENDMENTS</b> <i>(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)</i>	
<b>20. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)</b> Dean Matthews, President		<b>21. SIGNATURE</b> <div style="border: 1px solid black; padding: 5px; text-align: center;">(b) (6)</div>	
<b>22. OFFER DATE</b> 07/24/13		<b>23. AMOUNT</b> \$1,569,724.88 One Million, Five Hundred Sixty Three Thousand, Seven Hundred Twenty Four Dollars and Eighty Eight Cents.	
<b>24. SUBMIT INVOICES TO ADDRESS SHOWN IN</b> <i>(4 copies unless otherwise specified)</i>		<b>25. ACCOUNTING AND APPROPRIATION DATA</b> See Schedule	
<b>26. ADMINISTERED BY</b> WPMGA GSA, OFFICE OF FACILITIES MGMT. (WPMGA) 409 12th Street SW, #710 Washington DC 20024-2188		<b>27. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO</b> <input type="checkbox"/> 10 U.S.C. 2304(a) <input checked="" type="checkbox"/> 41 U.S.C. 253(a) (5)	
<b>28. PAYMENT WILL BE MADE BY</b> PBS PAYMENTS BRANCH P.O. BOX 17181 FORT WORTH TX 76102-0181		<b>29. CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>	
<b>30. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)</b> Dean Matthews, President		<b>31. NAME OF CONTRACTING OFFICER (Type or print)</b> Jerome Lofton jerome.lofton@gsa.gov	
<b>32. SIGNATURE</b> <div style="border: 1px solid black; padding: 5px; text-align: center;">(b) (6)</div>		<b>33. DATE</b> 07/24/13	
<b>34. UNITED STATES OF AMERICA</b> <div style="border: 1px solid black; padding: 5px; text-align: center;">(b) (6)</div>		<b>35. DATE</b> 07/24/13	



SCHEDULE Continued					
ITEM NO.	SUPPLIER SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>Replace Check Valve and Mechanical Vibration Isolators at Census Bureau Headquarters - 4800 Silver Hill Road, Suitland, MD.</p> <p>One: Relocated flexible piping connection at some locations, at Pumps.</p> <p>Two: Replace or adjust equipment isolators, at all locations.</p> <p>Three: Relocated check valve, at Pumps.</p> <p>Four: Relocated Pipes Stanchions at Chillers that are incorrectly located to isolate vibration.</p> <p>Five: Replace or adjust flexible piping connection within the manufacturers recommendations.</p> <p>In this contract, Repair all defective machinery, vibration isolation devices, and all work must be inspected, by Manufacturer after installation is completed.</p> <p>In this Contract, Vibration monitoring will be required, by a Seismic testing company, to perform and verified the improvement of repairs.</p>				
	(b) (4)				
0002	<p>DELIVERY DATE: 10/30/2014</p> <p>SHIP TO:</p> <p>4800 SILVER HILL RD.</p> <p>SUITLAND MD 20748-9997</p> <p>Pricing Option: Firm-Fixed-Price</p> <p>Check valve replacement and mechanical vibration isolator at Census Bureau Headquarters - 4800 Silver Hill Road, Suitland, MD.</p> <p>Replace check valve and mechanical vibration isolators</p> <p>Payment Information:</p> <p>ORIGINAL INVOICES SHALL BE SUBMITTED TO:</p> <p>Attn: Tanya Turner</p> <p>GENERAL SERVICES ADMINISTRATION</p> <p>GSA, OFFICE OF FACILITIES MGMT.,</p> <p>Triangle 301 7th Street, SW #7918</p> <p>Washington, DC 20407</p> <p>Email: Tanya.Turner@gsa.gov</p> <p>ONE COPY SHALL BE SUBMITTED TO:</p> <p>General Services Administration, Region 7</p> <p>Finance Division</p> <p>PBS PAYMENTS BRANCH</p> <p>P.O. BOX 17181</p> <p>FORT WORTH TX 76102-0181</p> <p>All invoices shall reference the following information:</p> <p>(1) The contract number.</p> <p>(2) If applicable, the delivery order number</p> <p>(3) The ADN Number</p> <p>(4) The name of the facility where services were provided.</p> <p>(5) GSA Form -1142 Release of Claims. This form is to be completed and returned to this office along with a copy of the invoice.</p>				
	(b) (4)				

SCHEDULE Continued					
ITEM NO.	SUPPLIER/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>The Release of Claims must be received by this office prior to final payment.  Prompt Payment: 30 days upon completion of the project and submission of the invoice.</p> <div style="background-color: black; color: red; font-size: 2em; padding: 5px; text-align: center;">(b) (4)</div> <p>PR NUMBER: WPMJ-13-0056  DELIVERY DATE: 10/30/2014  SHIP TO:  4800 SILVER HILL RD.  SUITLAND MD 20748-8987  Pricing Option: Firm-Fixed-Price</p>				

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Search for  in

Fiscal Year  Fund

8 Payments Found.

Invoice PegDocNum	Pay Amount	Interest (Discount)	Trace/IA Number	Estimated Date	Actual Date	Pymt. Type	Fund	Vendor Name	Credits Holdbacks	ACT/Title
1440PMT13110708 P720140807000110	\$23,360.00								(b) (4)	
1440PMT13110707 P720140711000123	\$490,901.87								(b) (4)	
13110706 P720140604000159	\$599,978.11								(b) (4)	
13110704 P720140520000041	\$16,300.00								(b) (4)	
1440PMT13110705 P720140509000171	\$23,768.66								(b) (4)	
1440PMT13110703 P720140128000177	\$34,150.00								(b) (4)	
13110702R P720131218000030	\$33,950.00								(b) (4)	
1440PMT13110701 P720131017000102	\$107,950.00								(b) (4)	
								Page		
1										

**Total Amount: \$1,330,371.15**

8 Payments Found.

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3 Payments Found.

Invoice PegDocNum	Pay Amount	Interest (Discount)	Trace/IA Number	Estimated Date	Actual Date	Pymt. Type	Fund	Vendor Name	Credits Holdbacks	ACT/Title
13110710R P720141230000062	\$139,004.24								(b) (4)	
1440PMT13110711 P720141201000104	\$43,400.00								(b) (4)	
1440PMT13110709 P720140926000177	\$68,045.00								(b) (4)	
								Page		
										1

**Total Amount: \$250,449.24**

3 Payments Found.

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